EMINENT DOMAIN — DAMAGES — DIFFERENT TITLES.—In awarding damage to one, a portion of whose land is sought to be condemned for public use, for injury to his remaining land, it is held, in *Sharpe* v. *United States* (C. C. A. 3d C.), 57 L. R. A. 932, that injury to tracts not connected with and held under different titles from, although adjoining that from which the parcel is taken, cannot be considered.

With this case is a note on the question what lands are to be deemed part of the tract damaged by taking a portion therefrom under eminent domain.

LIFE INSURANCE—PROOFS OF LOSS—SUICIDE—CORONER'S INQUEST.—Proofs of loss, furnished by the beneficiary in accordance with the terms of the policy, were accompanied by a certified copy of the verdict of the coroner, which declared that the insured came to his death by his own hand. The policy contained a condition against suicide, "sane or insane." *Held*, That the coroner's verdict, so furnished by the claimant, was *prima facie* evidence of suicide, the burden of removing which was on the claimant. *Hassen-Camp* v. *Mutual Benefit Life Ins. Co.* (U. S. C. C. A., 4th Circ., Feb. 3, 1903)—citing *Ins. Co.* v. *Newton*, 89 U. S. 32; *Pythian Knights Supreme Lodge* v. *Beck*, 181 U. S. 49.

FRAUDULENT CONVEYANCES — PERSONAL LIABILITY OF GRANTEE.—A wife who takes a conveyance of property from her husband with knowledge that he intends thereby to hinder and defraud his creditors, and who, in order to procure a loan to herself, conveys the property as security to one ignorant of the fraud is held, in *Bigby* v. *Warnock* (Ga.), 57 L. R. A. 754, to be personally liable to a judgment creditor of her husband for the amount of the loan, or a sufficiency thereof to satisfy such judgment, although the property was conveyed to her in payment of an alleged debt due her by her husband.

See *Ellington* v. *Moore*, 4 Va. Law Register, 608, and editorial note, page 615.

BANKRUPTCY—JURISDICTION—ENJOINING PROCEEDINGS IN STATE COURTS.—A suit to enjoin the further prosecution in a State court of a long pending suit by a judgment creditor to have a deed set aside as fraudulent, and the property described therein sold and the proceeds applied to the payment of the judgment and the satisfaction of the liens existing against the property, is not within the jurisdiction of a court of bankruptcy, especially where instituted by the bankrupt himself. *Pickens* v. *Roy*, 23 Sup. Ct. 78.

The jurisdiction of a State court over a suit by a judgment creditor to set aside a deed as fraudulent is not lost by the action of the complainant in proving up her judgment as a preferred debt before the referee in bankruptcy proceedings; nor does such action amount to her consent to the exercise by a court of bankruptcy of jurisdiction to enjoin further proceedings in the State court. *Pickens* v. *Roy*, *supra*.

SUBROGATION — DISCHARGE OF MORTGAGE LIEN — EXPRESS CONTRACT TO KEEP ALIVE MORTGAGE.—One who furnishes money for the purpose of discharging a mortgage lien upon real estate is held, in *Meeker* v. *Larson* (Neb.), 57 L. R. A. 901, to have no right to be subrogated to the rights of the mortgagee in the absence of an agreement or understanding that the mortgage is to be kept

alive for his benefit, or that he shall be given a lien on the premises in lieu of the one which has been discharged.

In *Bankers Loan etc. Co.* v. *Hornish*, 94 Va. 608, the lender advanced funds with which to discharge a first lien, with a stipulation that he should have a first lien on the property. The amount due on original lien was accordingly paid, and a deed of trust to secure the advances was executed and recorded, but the original lien was not released. In a contest between the lender and an intermediate judgment lien creditor, whose lien was docketed prior to the recordation of the lender's deed of trust, it was held that the latter was entitled to be subrogated to the lien of the prior creditor whose lien had been satisfied out of the proceeds of his loan.

The difference between this case and the principal case is obvious.

BANKRUPTCY — FOUR MONTHS CLAUSE — PRE-EXISTING LIEN — ENJOINING PROCEEDINGS IN STATE COURT.—Judgment creditors of a bankrupt, by commencing a judgment creditors' action more than four months before the petition in bankruptcy is filed, acquire a lien on the property of the bankrupt, of which they are not deprived by the Bankruptcy Act of July 1, 1898, sec. 67 f, because the judgment enforcing the lien is recovered less than four months prior to the filing of such petition, although by that section all judgments obtained against a bankrupt within that period are avoided, as this provision must be regarded as referring only to judgments creating liens, and not to judgments which enforce an otherwise valid pre-existing lien. *Metcalf* v. *Barker*, 23 Sup. Ct. 67.

A court of bankruptcy is without jurisdiction to enjoin further proceedings under the judgment of a State court in a judgment creditors' action commenced before the passage of the Bankruptcy Act, which set aside as fraudulent certain transfers of property made to the bankrupt, and to direct the payment of the amount of the judgments out of the proceeds of a sale of the judgment debtor's property under an order of the State court. *Metcalf* v. *Barker*, *supra*.

FIXTURES—REFRIGERATING MACHINE—EQUITY—INJUNCTION — IRREPARABLE INJURY.—Upon a bill filed by an assignee of a mortgage upon a brewery to restrain the removal therefrom by the vendor, of a refrigerating machine not in terms embraced in the mortgage but attached to a constituent part of and necessary to the operation of the brewery plant, an injunction was denied by the lower court "because the machine was nevertheless capable of being removed without serious permanent injury to the walls and other parts of the brewery, and, by the substitution of another refrigerator, operations could be conducted as before." *Held*, that this was error and the injunction should issue. *Schmalz* v. *York Mfg. Co.* (Pa.) 53 Atl. 522.

Per Mestrezat, J:

"The same could be said with equal force of any other part of the machinery necessary for the operation of the brewery. Any or all of the different parts constituting the plant could be supplied, and hence, on this theory, all the machinery might be removed, and no irreparable injury be done to the plant or to the owner. The same logic would permit the destruction of any building or manufactory by force, as restitution would prevent irreparable injury. Removing a constituent and necessary part of the plant prevents its operation, and